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7 *S.E. Combined Services of California, Inc.*
(erroneously sued as SE Combined Services, Inc.)

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF RIVERSIDE

10 Coordination Proceeding Special Title
11 (Cal. Rules of Court, rule 3.550)

Case No. JCCP5265
CIV208568 (LEAD CASE NUMBER)

12 MOJAVE BASIN WATER CASES

**S.E. COMBINED SERVICES OF
CALIFORNIA, INC.’S ANSWER TO
SHADOW MOUNTAIN RANCH LLC’S
FIRST AMENDED CROSS-
COMPLAINT**

13 THE MOJAVE WATER AGENCY, AS THE
14 MOJAVE BASIN AREA WATERMASTER,

15 Plaintiff,

16 v.

Dept: 1
Judge: Harold W. Hopp
Trial Date: January 15, 2027
Date Action Filed: May 30, 1990

17 All persons who are not presently parties to the
18 comprehensive groundwater adjudication in
19 *City of Barstow, et al., v. City of Adelanto, et*
20 *al.*, Riverside Superior Court Case No.
CIV208568, and are either producing more
than 10 acre-feet of Basin groundwater
annually, or using Basin groundwater for
unlawful purposes, and Does 1 through 2,000,

21 Defendants.

22 SHADOW MOUNTAIN RANCH, LLC,

23 Cross-Complainant,

24 v.

25 MOJAVE WATER AGENCY, The Fasoja
26 Living Trust, Buddhist-Town LLC, S.E.
Combined Services of California, Inc.,
Shunxing Weng, and Roes 1 through 10,

27 Cross-Defendants.
28

1 Defendant and Cross-Defendant S.E. Combined Services of California, Inc. (“Defendant”
2 or “SE Combined Services”) by and through its undersigned counsel, hereby answers Defendant
3 and Cross-Complainant Shadow Mountain Ranch LLC’s (“Cross-Complainant”) unverified First
4 Amended Cross-Complaint (the “FAC”) as follows:

5 **GENERAL DENIAL**

6 Pursuant to California Code of Civil Procedure section 431.30(d), Defendant generally
7 and specifically denies each and every allegation, and each and every cause of action, contained
8 in Cross-Complainant’s FAC. Defendant further denies that they are liable to Cross-Complainant
9 in the amounts alleged in the FAC, or in any amount at all, or that Cross-Complainant is entitled
10 to any relief whatsoever as against Defendant, as alleged in the FAC or otherwise.

11 **AFFIRMATIVE DEFENSES**

12 Further answering the FAC and by way of affirmative defenses, Defendant alleges
13 as follows as to each and every cause of action asserted against it:

14 **FIRST AFFIRMATIVE DEFENSE**

15 **(Failure to State a Cause of Action)**

16 The FAC, and each separate cause of action alleged in it, fails to state facts sufficient to
17 constitute a cause of action, or claim for relief, against Defendant.

18 **SECOND AFFIRMATIVE DEFENSE**

19 **(Uncertainty)**

20 As a separate and distinct affirmative defense, Defendant alleges that the FAC and each of
21 its purported causes of action is vague, uncertain, ambiguous and unintelligible.

22 **THIRD AFFIRMATIVE DEFENSE**

23 **(Superior Water Rights)**

24 As a separate and distinct affirmative defense, Defendant alleges that Cross-Complainant’s
25 claims are barred in whole or in part, because Defendant holds superior rights to produce
26 groundwater from the Mojave Basin Area relative to other producers.

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FOURTH AFFIRMATIVE DEFENSE

(Failure to Join Indispensable Parties)

Cross-Complainant has failed to join parties who are either known to it or are a matter of public record whose interests, if they are not joined in this action, may be injured or affected by the relief Cross-Complainant seeks.

FIFTH AFFIRMATIVE DEFENSE

(Equitable Defenses)

As a separate and distinct affirmative defense, Defendant alleges that Cross-Complainant’s claims are barred in whole or in part, by the equitable doctrines of waiver, release, estoppel, unclean hands, consent, res judicata and/or laches.

SIXTH AFFIRMATIVE DEFENSE

(Statutes of Limitation)

As a separate and distinct affirmative defense, Defendant alleges that Cross-Complainant’s claims are barred in whole or in part by the applicable statutes of limitation.

SEVENTH AFFIRMATIVE DEFENSE

(Reasonable/Best Use)

As a separate and distinct affirmative defense, Defendant alleges that Cross-Complainant’s claims are barred in whole or in part, because Defendant’s alleged conduct was at all times undertaken for a reasonable and best use of groundwater from the Mojave Basin Area.

EIGHTH AFFIRMATIVE DEFENSE

(Apportionment)

As a separate and distinct affirmative defense, Defendant alleges that Defendant is not legally responsible for any damages claimed by Cross-Complainant. If, however, Defendant is found to be legally responsible, Defendant’s legal responsibility is not the sole and proximate cause of any injury, and damages awarded to Cross-Complainant, if any, should be apportioned according to the respective fault and legal responsibility of all parties, persons, and entities, and/or the agents and employees, who contributed to and/or caused said incidents according to proof presented at the

1 time of trial.

2 **NINTH AFFIRMATIVE DEFENSE**

3 **(Reservation of Rights)**

4 Defendant currently has insufficient information upon which to form a belief as to
5 whether it may have available additional, as yet unstated, affirmative defenses. Defendant
6 therefore reserves the right to assert additional affirmative defenses in the event that discovery
7 indicates that they would be appropriate.

8 **PRAYER FOR RELIEF (ANSWER)**

9 **WHEREFORE**, SE Combined Services prays as follows:

- 10 1. That Cross-Complainant takes nothing by reason of its FAC;
- 11 2. That the FAC be dismissed in its entirety with prejudice;
- 12 3. That judgment be entered for SE Combined Services;
- 13 4. That SE Combined Services be awarded its reasonable attorneys' fees, costs and
14 other expenses incurred in connection with the defense of the action; and
- 15 5. For such other and further relief as this Court may deem just and proper.

16
17 Dated: June 2, 2026

SNELL & WILMER L.L.P.

18
19 By: 

20 Adriana R. Ochoa
21 Tracie E. Stender
22 Attorneys for Defendant and Cross-
23 Complaint
24 S.E. Combined Services of California, Inc.
25 (erroneously sued as SE Combined
26 Services, Inc.)
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PROOF OF SERVICE

I, April Cesena Guzman, declare:

I am employed in San Diego County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 3611 Valley Centre Drive, Suite 500, San Diego, California 92130-2090. On June 2, 2026, I served a copy of the within document(s):

S.E. COMBINED SERVICES OF CALIFORNIA, INC.’S ANSWER TO SHADOW MOUNTAIN RANCH LLC’S FIRST AMENDED CROSS-COMPLAINT

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Diego, California addressed as set forth below.
- by placing the document(s) listed above in a sealed envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to an agent for delivery.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

<p>bbrunick@bmklawplc.com lmcelhaney@bmklawplc.com, jquihuis@bmklawplc.com,</p> <p><i>Attorneys for THE MOJAVE WATER AGENCY AS THE MOJAVE BASIN AREA WATERMASTER</i></p> <p>eric.garner@bbklaw.com, alison.toivola@bbklaw.com, christopher.pisano@bbklaw.com, vanessa.becerra@bbklaw.com,</p> <p><i>Attorneys for SHADOW MOUNTAIN RANCH, LLC</i></p> <p>pkiel@cawaterlaw.com</p> <p><i>Attorneys for CITY OF VICTORVILLE</i></p> <p>litigation@pprclaw.com</p> <p><i>Attorneys for Defendant, WEILONG HUANG</i></p>	<p>eric.katz@doj.ca.gov noah.goldenkrasner@doj.ca.gov</p> <p><i>Attorneys for CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE</i></p> <p>tmahar@tinnellylaw.com</p> <p><i>Attorneys for Specially-Appearing Petitioner SPRING VALLEY LAKE ASSOCIATES</i></p> <p>rmcglathlin@omm.com gyost@omm.com</p> <p><i>Attorneys for Defendant Buddhist-Town, LLC.</i></p> <p>watermaster@mojavewater.org</p> <p>JMarkman@rwglaw.com KBrochard@rwglaw.com JMetz@rwglaw.com</p>
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	<i>Attorneys for Defendant, THE FASOJA TRUST</i>
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VIA US MAIL Jasper Young Kim 2665 Amber Wood Place Thousand Oaks, California 91362 <i>Defendant, In Pro Per</i> Jae Hwan Lee 1520 James M. Wood Blvd Los Angeles, California 90015 <i>Defendant, In Pro Per</i>	
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 2, 2026, at San Diego, California.



April Cesena Guzman